

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 67		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA255-14-Q-0665		
						6. SOLICITATION ISSUE DATE 05-12-2014		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Buell, Larry A larry.buell@va.gov			b. TELEPHONE NO. (No Collect Calls) (913) 946-1961		8. OFFER DUE DATE/LOCAL TIME 05-27-2014 1600 EDT	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Leavenworth KS 66048				CODE 00255		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 812930 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$35.5 Million		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO (See delivery schedule)				CODE Y		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Leavenworth KS 66048		
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center http://www.fsc.va.gov/einvoice.asp Austin TX PHONE: 877-353-9791 FAX: 512-460-5429		CODE 00255		
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
				23. UNIT PRICE		24. AMOUNT		
		KANSAS CITY OFFICE PARKING SPACES for Kansas City MO VA Medical Center Satellite Office 1) Furnish eighty (80) non-reserved parking spaces for the Kansas City VA Medical Center Satellite Office located at 901 Locust St., Kansas City MO 64106 in accordance with the attached Statement of Objective (SOO) terms and conditions. 2) The Government anticipates awarding a one (1) year contract with four (4) one (1) year option periods. 3) This is a 100% Service-Disabled Veteran-Owned Small Business Set-aside (SDVOSB) under the authority of 38 USC 8127 (d). Per 38 USC 8127 (e) SDVOSB awardees and sub-subcontractors must be registered and verified as eligible in the Vendor Information Pages (VIP) database at http://www.vetbiz.gov. 4) Award will be by Best Value, considering price, technical capabilities and past performance. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LARRY A BUELL Contracting Officer		31c. DATE SIGNED		

Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	4
B.1 CONTRACT ADMINISTRATION DATA	4
B.2 STATEMENT OF OBJECTIVE (SOO)	6
B.3 PRICE/COST SCHEDULE	8
Item Information	8
B.4 Delivery Schedule	8
SECTION C - CONTRACT CLAUSES	10
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)	10
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	15
C.3 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	16
C.4 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)	16
C.5 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)	16
C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)	17
C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)	17
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	24
D.1 CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS (ATTACHED AS SEPARATE DOCUMENTS)	24
Attachment (1) - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)	25
Attachment (2) – WAGE DETERMINATION 2005-2307	32
SECTION E - SOLICITATION PROVISIONS	42
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUL 2013)	42
INSTRUCTIONS FOR QUOTATION SUBMISSION	45
E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	47
E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	47
E.4 52.216-1 TYPE OF CONTRACT (APR 1984)	48
E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)	48
E.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)	49
E.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)	49
E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	50
E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	51
E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	51
E.11 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)	51
E.12 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)	52
EVALUATION PROCESS	52

E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)	55
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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(Continuation from Standard Form 1449, block 18A.)

(a). CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

(1). CONTRACTOR:

DUNS:

Tax Identification Number (TIN):

Contact person name:

Contact person email:

Contact person telephone:

Contact person fax:

Address of parking lot/s:

(2). GOVERNMENT:

DEPT. OF VETERANS AFFAIRS

Veterans Health Administration

Network Contracting Office (NCO) 15

3450 S 4th St. Trafficway

Leavenworth KS 66048

(b). CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party

(c). INVOICES: Invoices shall be submitted:

(1). Quarterly ☐

(2). Semi-Annually ☐

(3). Other ☒ – Monthly, in arrears.

(d). GOVERNMENT INVOICE ADDRESS: Invoices will be provided in accordance with the requirements listed in FAR 52.212-4, Commercial Items – Terms and Conditions, (SEP 2013), (g) Invoice; and VAAR 852.232-72 Electronic Submission of Payment Request (NOV 2012); electronically to:

Department of Veterans Affairs

Financial Services Center

<http://www.fsc.va.gov/einvoice.asp>

Austin TX

(e). REFERENCE NUMBERS: Please reference both the contract number (to be assigned) and the obligation number (to be assigned) on all correspondence and invoices. If contract option years are exercised, new obligation numbers will be issued and identified on the contract modification document.

(f). AUTHORIZATIONS:

(1). The Contracting Officer (CO) named in Section (a) above is responsible for the overall administration of this contract. Only the CO has the authority to make changes which affect:

- (A). Contract prices,
- (B). Quality,
- (C). Quantities, or
- (D). Delivery terms and conditions.

(2). Contracting Officer Representatives (COR) and Alternate Contracting Officer's Representatives (Alt-COR) may be assigned to this contract. The COR and Alt-COR shall be provided specific written delegated authority by the CO, a copy of which will be provided to the Contractor.

(g). CHANGES TO THE CONTRACT: No individual or activity has authority to ADD, DELETE, CHANGE, OR MODIFY this order except by the CO or by written authority specifically delegated by the CO.

(h). CONTRACT TIME PERIOD:

(1). The base contract period shall commence **July 1, 2014** and expire **June 30, 2015**.

(2). Contract performance and payment shall not start until the Government has issued a contract start authorization. The performance start date will depend upon personnel being able to occupy the building presently being modified at 901 Walnut St. The tentative occupancy date is July 15, 2014 but the actual date will be influenced by many unforeseen factors inherent in construction, modification of facilities and relocation of personnel. After notification by the Government of a performance start date the Contractor will commence furnishing services. The price of that month's services will be prorated from the start date to the end of the month based upon 1/30th of the contract monthly price for each day of performance.

(3). At the discretion of the government, and in accordance with 52.217-9, Option to Extend the Term of the Contract, the contract may be extended four (4) one (1) year periods. Notice of an extension must be served in writing by the VA prior to the scheduled expiration date. An extension may be exercised subject to the continued acceptable performance and responsibility of the Contractor, the continued requirement for services, and the availability of funds.

(i). FAR 52.222-41 SERVICE CONTRACT ACT OF 1965: The Contracting Officer has determined that the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*) will apply to this contract.

(j). LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE: This solicitation includes VAAR 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (DEC 2009). Accordingly, any contract resulting from this solicitation will include this clause:

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this

requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor’s business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
None	N/A

B.2 STATEMENT OF OBJECTIVE (SOO)

(a). SCOPE: The Dept. of Veterans Affairs, Kansas City VA Medical Center, 901 Locust St. Kansas City MO 64104, has a requirement to contract for non-reserved commercial parking spaces for patients, guests and staff.

(b). BACKGROUND: The Dept. of Veterans Affairs, Kansas City VA Medical Center, is opening a satellite office located at 901 Locust St. Kansas City MO 64104. The Government Services Administration (GSA) has certified that they do not have parking spaces available in the area of the office and has authorized the facility to contract for the required parking space services. The Medical Center therefore desires to enter into a services contract for the furnishing of non-reserved parking spaces to provide parking for patients, guests and staff.

(c). OVERALL OBJECTIVE: The contractor is to furnish non-reserved commercial parking spaces for use by non-specified patients and guest and specified staff. The contract will be for a base period of one (1) year with four (4) one (1) year option periods.

(d). CONTRACT OBJECTIVE:

- (1). Parking spaces will be required daily, Monday through Friday, during the work hours of 6:00am through 8:00pm. Weekend and federal holiday access may be required.
- (2). Parking spaces can be located in an open parking lot or in a parking garage or a combination of the two.
- (3). All parking spaces should be located within a three (3) block radius of 901 Locust St., Kansas City MO. The boundaries would be approximately 6th St. to the North, Charlotte St. to the East, Grand to the West, and 13th St. on the South.
- (4). approximately eighty (80) parking spaces will be required.
 - (A). Approximately 10 parking spaces will be required for use by non-government individuals (patients and guests). The contractor should have an entry/exit and payment process that allows entry to the lot for non-specified individuals and accepts a validation issued by the Medical Center for exit at no cost to the individual.
 - (B). Approximately 70 parking spaces will be required for use by authorized and identified government employees, non-VA care staff and Consolidated Patient Account Center (CPAC) staff. The contractor should have an entry/exit and payment process that allows entry and exit of the lot for specified individuals at no cost to the individual.
- (5). FEDERAL HOLIDAYS OBSERVED BY THE VA:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

and any other day specifically designated by the President of the United States.

(6) Payment. Payment for all parking spaces will be invoiced at the contracted amount monthly in arrears.

(e). CONSTRAINTS: None noted

(f). IT SECURITY REQUIREMENTS. Specific training and certification requirements for Contractor personnel for the viewing, handling or storage of confidential information are not applicable to this contract.

B.3 PRICE/COST SCHEDULE

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract Period: Base POP Begin: 07-15-2014 POP End: 07-14-2015 NON-RESERVED PARKING SPACES for eighty (80) vehicles, per the attached Statement of Work (SOO) terms & conditions. Firm-fixed- price per month.	12.00	MO		
0002	ONE-TIME START UP FEE for eighty (80) vehicles Price per vehicle:	80.00	EA		
1001	Contract Period: Option 1 POP Begin: 07-15-2015 POP End: 07-14-2016 NON-RESERVED PARKING SPACES for eighty (80) vehicles.	12.00	MO		
2001	Contract Period: Option 2 POP Begin: 07-15-2016 POP End: 07-14-2017 NON-RESERVED PARKING SPACES for eighty (80) vehicles.	12.00	MO		
3001	Contract Period: Option 3 POP Begin: 07-15-2017 POP End: 07-14-2018 NON-RESERVED PARKING SPACES for eighty (80) vehicles.	12.00	MO		
4001	Contract Period: Option 4 POP Begin: 07-15-2018 POP End: 07-14-2019 NON-RESERVED PARKING SPACES for eighty (80) vehicles.	12.00	MO		
				GRAND TOTAL	

B.4 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY DATE
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0001	SHIP TO: Dept. of Veterans Affairs VA Medical Center - Kansas City 4801 Linwood Blvd Kansas City ,MO 64128 2226	12.00
0002	SHIP TO: (same as above)	80.00
1001	SHIP TO: (same as above)	12.00
2001	SHIP TO: (same as above)	12.00
3001	SHIP TO: (same as above)	12.00
4001	SHIP TO: (same as above)	12.00

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to

officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html> FAR
<http://www.va.gov/oal/library/vaar/> VAAR

FAR
Number
 52.203-3

Title
 GRATUITIES

Date
 APR 1984

52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

(End of Clause)

C.3 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.4 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

C.5 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

- (1) *Contract financing payment* has the meaning given in FAR 32.001.
- (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
- (3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

- (4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Missouri. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NO EQUIVALENT RATE IDENTIFIED

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is

completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**D.1 CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS (ATTACHED AS SEPARATE DOCUMENTS)**

TITLE	DATE	PAGE COUNT
Attachment (1) – Quality Assurance Surveillance Plan (QASP)		7
Attachment (2) - Wage Determination 2005-2307 rev14 – Jackson County MO	6/19/2013	10

Attachment (1) - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Downtown Kansas City Satellite Office Parking
For
Kansas City VA Medical Center

Issued [Insert Date]

(This QASP is a sample document. The final QASP will be developed jointly by the Contractor and the Government prior to contract award)

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

(a). INTRODUCTION

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the statement of objectives (SOO) entitled **Downtown Kansas City Parking Services**. This plan sets forth the procedures and guidelines the Kansas City VA Medical Center will use in ensuring the required performance standards or services levels are achieved by the contractor.

(1). Purpose

(A). The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the SOO and the contractor's quality control plan (QCP), and to ensure that the government pays only for the level of services received.

(B). This QASP defines the roles and responsibilities of all members of the contracting team, identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

(2). Performance Management Approach

(A). The SOO structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by Kansas City VA Medical Center to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the SOO are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

(B). Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

(3). Performance Management Strategy

(A). The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by contractor employees or by subcontractors. The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance

management system with processes to assess and report its performance to the designated government representative. The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. This QASP enables the government to take advantage of the contractor's QC program.

(B). The government representative(s) will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The government will make determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

(b). ROLES AND RESPONSIBILITIES

(1). The Contracting Officer

The contracting officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the contracting officer's representative (COR) and the contractor. The CO will designate one full-time COR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the Contractor.

(2). The Contracting Officer's Representative

The contracting officer's representative (COR) is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

(c). IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the SOO and in Attachment 1, "Performance Requirements Summary." If the contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract. Failure to meet the required service or performance levels may be documented in the contractor's performance evaluation and will be used in considering a determination of suitability for future contract extensions of services.

(d). METHODOLOGIES TO MONITOR PERFORMANCE

(1). Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The primary methods of surveillance are:

(A). Random monitoring, which shall be performed by the COR or his designated inspector.

(B). Periodic Inspection – COR typically performs the periodic inspection on a monthly or quarterly basis.

(2). Customer Feedback .

(A). The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

(B). Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the COR, as opposed to the contractor.

(C). Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints and investigate using the Quality Assurance Monitoring Form identified in Attachment 2.

(D). Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

(3). Acceptable Quality Levels

The acceptable quality levels (AQLs) included in Attachment 1, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. For certain critical activities such as those involving availability of parking services, the desired performance level is established at 100 percent. Other levels of performance are keyed to the relative importance of the task to the overall mission performance at [insert name of government activity receiving services].

(e). QUALITY ASSURANCE DOCUMENTATION

(1). The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the SOO and are assessed using the performance monitoring techniques shown in Attachment 1.

(2). Monitoring Forms

(B). The government's QA surveillance, accomplished by the COR, will be reported using the monitoring form in Attachments 2 . The form, when completed, will document the government's assessment of the contractor's performance under the contract to ensure that the required results are being achieved.

(B). The COR will retain a copy of all completed QA surveillance forms.

(f). ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

(1). Determining Performance

Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

(2). Reporting

Semi-annually the COR will prepare a written report summarizing the overall results of the quality assurance surveillance of the contractor's performance. This written report, which includes the monthly report and the completed quality assurance monitoring forms (Attachment 2), will become part of the QA documentation. It will enable the government to demonstrate whether the contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

(3). Reviews and Resolution

(A). The COR may require the contractor's project manager, or a designated alternate, to meet with the CO, COR, and other government personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the COR as often as required or per the contractor's request. The agenda of the reviews may include:

- (i). Monthly performance assessment data and trend analysis.
- (ii). Issues and concerns of both parties.
- (iii). Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- (iv). Recommendations for improved efficiency and/or effectiveness.

(B).The QAR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance.

(C). The COR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the CO.

PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive
(1) Administer quality control program including subcontractor management in accordance with QCP	Quality control issues identified by contractor and corrected	Within 1 week of discovery	Periodic inspections, and random, observations, customer complaints	Positive and negative performance will be documented in past performance reports.
(2) 80 parking spaces are available during work hours Monday through Friday	All personnel are able to find open parking spots	99% of time	Periodic inspections, and random, observations, customer complaints	Positive and negative performance will be documented in past performance reports.
(3) Adequate contractor personnel available to perform entry/exit and payment processing	Maximum of 1 minute wait to exit lot	99% of time	Periodic inspections, and random, observations, customer complaints	Positive and negative performance will be documented in past performance reports.
(4) Complaints, disruptive behavior, safety precautions, vehicle accidents, and claims of damage or missing/stolen property handled quickly and courteously.	Within 24 hours of notification	95% of time	Random, observations, customer complaints	Positive and negative performance will be documented in past performance reports.

SAMPLE QUALITY ASSURANCE MONITORING FORM

Contract #: _____

Contractor: _____

SERVICE or STANDARD: _____

SURVEY PERIOD: _____

SURVEILLANCE METHOD (Check):

☐ Periodic Inspection

☐ Customer Complaint

LEVEL OF SURVEILLANCE (Check):

☐ Monthly ☐ Quarterly ☐ As needed

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

ANALYSIS OF RESULTS:

Observed Service Provider Performance Measurement Rate: _____ %

Service Provider's Performance (Check):

☐ Meets Standards

☐ Does Not Meet Standards

Narrative of Performance During Survey Period:

PREPARED BY: _____ DATE: _____

Attachment (2) – WAGE DETERMINATION 2005-2307

WD 05-2307 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

		Wage Determination No.: 2005-2307
Diane C. Koplewski		Revision No.: 14
Director		Date Of Revision: 06/19/2013

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte
Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.97
01012 - Accounting Clerk II		15.69
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		21.80
01040 - Court Reporter		18.32
01051 - Data Entry Operator I		12.47
01052 - Data Entry Operator II		14.14
01060 - Dispatcher, Motor Vehicle		18.55
01070 - Document Preparation Clerk		14.22
01090 - Duplicating Machine Operator		14.22
01111 - General Clerk I		12.95
01112 - General Clerk II		14.22
01113 - General Clerk III		15.96
01120 - Housing Referral Assistant		20.79
01141 - Messenger Courier		11.41
01191 - Order Clerk I		12.73
01192 - Order Clerk II		15.29
01261 - Personnel Assistant (Employment) I		16.17
01262 - Personnel Assistant (Employment) II		17.97
01263 - Personnel Assistant (Employment) III		20.54
01270 - Production Control Clerk		20.04
01280 - Receptionist		13.87
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.90
01313 - Secretary III		20.79
01320 - Service Order Dispatcher		21.18
01410 - Supply Technician		23.09
01420 - Survey Worker		17.02

Attachment (2) – Wage Determination 2005-2307
VA255-14-Q-0665

01531 - Travel Clerk I	12.96
01532 - Travel Clerk II	14.00
01533 - Travel Clerk III	15.03
01611 - Word Processor I	14.09
01612 - Word Processor II	15.81
01613 - Word Processor III	17.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.30
05010 - Automotive Electrician	19.32
05040 - Automotive Glass Installer	18.59
05070 - Automotive Worker	18.59
05110 - Mobile Equipment Servicer	16.51
05130 - Motor Equipment Metal Mechanic	20.03
05160 - Motor Equipment Metal Worker	18.59
05190 - Motor Vehicle Mechanic	21.70
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	17.54
05280 - Motor Vehicle Wrecker	18.59
05310 - Painter, Automotive	19.32
05340 - Radiator Repair Specialist	18.59
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	20.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	10.88
07042 - Cook II	12.54
07070 - Dishwasher	9.60
07130 - Food Service Worker	10.31
07210 - Meat Cutter	15.48
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	15.75
09080 - Furniture Refinisher	21.23
09090 - Furniture Refinisher Helper	17.01
09110 - Furniture Repairer, Minor	19.27
09130 - Upholsterer	12.46
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.93
11090 - Gardener	16.01
11122 - Housekeeping Aide	12.93
11150 - Janitor	12.93
11210 - Laborer, Grounds Maintenance	13.34
11240 - Maid or Houseman	10.52
11260 - Pruner	12.93
11270 - Tractor Operator	15.37
11330 - Trail Maintenance Worker	13.34
11360 - Window Cleaner	13.33
12000 - Health Occupations	
12010 - Ambulance Driver	17.12
12011 - Breath Alcohol Technician	17.12
12012 - Certified Occupational Therapist Assistant	21.32
12015 - Certified Physical Therapist Assistant	22.07
12020 - Dental Assistant	16.52
12025 - Dental Hygienist	34.35
12030 - EKG Technician	24.23
12035 - Electroneurodiagnostic Technologist	24.23
12040 - Emergency Medical Technician	17.12
12071 - Licensed Practical Nurse I	14.58

Attachment (2) – Wage Determination 2005-2307
VA255-14-Q-0665

12072 - Licensed Practical Nurse II	16.31
12073 - Licensed Practical Nurse III	18.19
12100 - Medical Assistant	14.08
12130 - Medical Laboratory Technician	15.52
12160 - Medical Record Clerk	13.62
12190 - Medical Record Technician	15.23
12195 - Medical Transcriptionist	15.38
12210 - Nuclear Medicine Technologist	32.27
12221 - Nursing Assistant I	9.93
12222 - Nursing Assistant II	11.18
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	14.12
12236 - Optical Technician	14.95
12250 - Pharmacy Technician	14.84
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	25.29
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	27.27
12313 - Registered Nurse II, Specialist	27.27
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III, Anesthetist	33.15
12316 - Registered Nurse IV	39.45
12317 - Scheduler (Drug and Alcohol Testing)	20.20
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	29.94
13041 - Illustrator I	18.65
13042 - Illustrator II	22.33
13043 - Illustrator III	27.90
13047 - Librarian	30.95
13050 - Library Aide/Clerk	10.37
13054 - Library Information Technology Systems Administrator	23.49
13058 - Library Technician	13.96
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.04
13063 - Media Specialist III	21.24
13071 - Photographer I	17.20
13072 - Photographer II	19.24
13073 - Photographer III	23.84
13074 - Photographer IV	29.17
13075 - Photographer V	35.29
13110 - Video Teleconference Technician	17.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.03
14042 - Computer Operator II	17.93
14043 - Computer Operator III	19.99
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	24.61
14071 - Computer Programmer I	22.38
14072 - Computer Programmer II	26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.03
14160 - Personal Computer Support Technician	23.48

Attachment (2) – Wage Determination 2005-2307
VA255-14-Q-0665

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.38
15020 - Aircrew Training Devices Instructor (Rated)	33.12
15030 - Air Crew Training Devices Instructor (Pilot)	39.69
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	26.64
15070 - Flight Instructor (Pilot)	39.69
15080 - Graphic Artist	25.30
15090 - Technical Instructor	20.74
15095 - Technical Instructor/Course Developer	25.38
15110 - Test Proctor	17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.16
16030 - Counter Attendant	9.16
16040 - Dry Cleaner	11.82
16070 - Finisher, Flatwork, Machine	9.16
16090 - Presser, Hand	9.16
16110 - Presser, Machine, Dry cleaning	9.16
16130 - Presser, Machine, Shirts	9.16
16160 - Presser, Machine, Wearing Apparel, Laundry	9.16
16190 - Sewing Machine Operator	12.70
16220 - Tailor	13.57
16250 - Washer, Machine	10.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.23
19040 - Tool And Die Maker	27.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.24
21030 - Material Coordinator	20.04
21040 - Material Expediter	20.04
21050 - Material Handling Laborer	16.19
21071 - Order Filler	13.52
21080 - Production Line Worker (Food Processing)	19.24
21110 - Shipping Packer	15.57
21130 - Shipping/Receiving Clerk	15.57
21140 - Store Worker I	13.27
21150 - Stock Clerk	19.19
21210 - Tools And Parts Attendant	19.24
21410 - Warehouse Specialist	19.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.87
23021 - Aircraft Mechanic I	24.88
23022 - Aircraft Mechanic II	25.87
23023 - Aircraft Mechanic III	26.77
23040 - Aircraft Mechanic Helper	19.23
23050 - Aircraft, Painter	23.93
23060 - Aircraft Servicer	21.78
23080 - Aircraft Worker	23.09
23110 - Appliance Mechanic	19.30
23120 - Bicycle Repairer	15.18
23125 - Cable Splicer	28.03
23130 - Carpenter, Maintenance	23.76
23140 - Carpet Layer	25.78
23160 - Electrician, Maintenance	29.98
23181 - Electronics Technician Maintenance I	21.55
23182 - Electronics Technician Maintenance II	27.18
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.01

Attachment (2) – Wage Determination 2005-2307
VA255-14-Q-0665

23310 - Fire Extinguisher Repairer	17.66
23311 - Fuel Distribution System Mechanic	25.39
23312 - Fuel Distribution System Operator	19.91
23370 - General Maintenance Worker	20.36
23380 - Ground Support Equipment Mechanic	24.88
23381 - Ground Support Equipment Servicer	21.78
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	17.66
23392 - Gunsmith II	20.36
23393 - Gunsmith III	22.53
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.80
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	23.71
23430 - Heavy Equipment Mechanic	21.39
23440 - Heavy Equipment Operator	23.00
23460 - Instrument Mechanic	22.53
23465 - Laboratory/Shelter Mechanic	21.55
23470 - Laborer	13.44
23510 - Locksmith	21.75
23530 - Machinery Maintenance Mechanic	21.01
23550 - Machinist, Maintenance	22.01
23580 - Maintenance Trades Helper	16.31
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.38
23593 - Metrology Technician III	24.19
23640 - Millwright	25.77
23710 - Office Appliance Repairer	21.38
23760 - Painter, Maintenance	21.23
23790 - Pipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	24.62
23820 - Pneudraulic Systems Mechanic	22.53
23850 - Rigger	22.53
23870 - Scale Mechanic	20.36
23890 - Sheet-Metal Worker, Maintenance	26.89
23910 - Small Engine Mechanic	21.10
23931 - Telecommunications Mechanic I	23.21
23932 - Telecommunications Mechanic II	24.05
23950 - Telephone Lineman	24.54
23960 - Welder, Combination, Maintenance	22.01
23965 - Well Driller	21.20
23970 - Woodcraft Worker	22.53
23980 - Woodworker	17.66
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	9.51
24620 - Family Readiness And Support Services Coordinator	13.66
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.16
25040 - Sewage Plant Operator	21.30
25070 - Stationary Engineer	25.16
25190 - Ventilation Equipment Tender	17.01
25210 - Water Treatment Plant Operator	21.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.02
27007 - Baggage Inspector	13.32
27008 - Corrections Officer	18.89

Attachment (2) – Wage Determination 2005-2307
VA255-14-Q-0665

27010 - Court Security Officer	20.41
27030 - Detection Dog Handler	16.62
27040 - Detention Officer	18.89
27070 - Firefighter	21.35
27101 - Guard I	13.32
27102 - Guard II	16.62
27131 - Police Officer I	22.07
27132 - Police Officer II	24.51
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	11.89
28043 - Carnival Equipment Worker	9.01
28210 - Gate Attendant/Gate Tender	15.25
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.05
28510 - Recreation Aide/Health Facility Attendant	12.45
28515 - Recreation Specialist	19.43
28630 - Sports Official	13.59
28690 - Swimming Pool Operator	19.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.29
29020 - Hatch Tender	23.29
29030 - Line Handler	23.29
29041 - Stevedore I	21.62
29042 - Stevedore II	24.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.88
30022 - Archeological Technician II	19.99
30023 - Archeological Technician III	24.76
30030 - Cartographic Technician	25.01
30040 - Civil Engineering Technician	25.17
30061 - Drafter/CAD Operator I	18.04
30062 - Drafter/CAD Operator II	20.18
30063 - Drafter/CAD Operator III	22.51
30064 - Drafter/CAD Operator IV	27.69
30081 - Engineering Technician I	15.54
30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21.95
30084 - Engineering Technician IV	24.41
30085 - Engineering Technician V	29.54
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	20.48
30210 - Laboratory Technician	20.07
30240 - Mathematical Technician	25.01
30361 - Paralegal/Legal Assistant I	17.19
30362 - Paralegal/Legal Assistant II	21.79
30363 - Paralegal/Legal Assistant III	26.66
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	25.01
30461 - Technical Writer I	20.53
30462 - Technical Writer II	25.11
30463 - Technical Writer III	30.38
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74

Attachment (2) – Wage Determination 2005-2307
VA255-14-Q-0665

30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.51
30621 - Weather Observer, Senior	(see 2)	25.01
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		12.37
31030 - Bus Driver		17.28
31043 - Driver Courier		14.58
31260 - Parking and Lot Attendant		12.07
31290 - Shuttle Bus Driver		15.77
31310 - Taxi Driver		11.26
31361 - Truck driver, Light		15.77
31362 - Truck driver, Medium		21.15
31363 - Truck driver, Heavy		21.54
31364 - Truck driver, Tractor-Trailer		21.54
99000 - Miscellaneous Occupations		
99030 - Cashier		10.19
99050 - Desk Clerk		9.42
99095 - Embalmer		22.23
99251 - Laboratory Animal Caretaker I		9.92
99252 - Laboratory Animal Caretaker II		10.65
99310 - Mortician		30.24
99410 - Pest Controller		17.98
99510 - Photofinishing Worker		12.76
99710 - Recycling Laborer		15.79
99711 - Recycling Specialist		18.79
99730 - Refuse Collector		14.15
99810 - Sales Clerk		12.20
99820 - School Crossing Guard		10.90
99830 - Survey Party Chief		21.44
99831 - Surveying Aide		13.33
99832 - Surveying Technician		18.25
99840 - Vending Machine Attendant		14.51
99841 - Vending Machine Repairer		17.45
99842 - Vending Machine Repairer Helper		14.51

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUL 2013)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An

offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Addendum to FAR Provision 52.212-1 Instructions to Offerors - - Commercial Items (JUL 2013)

****INSTRUCTIONS FOR QUOTATION SUBMISSION****

- (a). A Hard copy of quotations may be provided to the following address to arrive no later than the time and date specified in section 8 of the SF1449:

Dept. of Veteran's Affairs
Attn: Larry A Buell, CPPO – Contract Specialist
Network Contracting Office (NCO) 15
3450 S 4th St Trafficway
Leavenworth KS 66048

(b). Optional submission procedure. Instead of providing a hard copy proposal package the Offeror, at their option, may submit the quotation via secure electronic format to arrive no later than the time and date specified in section 8 of the SF1449, to:

Larry A Buell, CPPO – Contract Specialist
larry.buell@va.gov

The email must have the solicitation number identified in the subject line. Files must be readable using Microsoft Office 2007, Word, Excel, PowerPoint, or Access. Scanner resolutions must be set at least 200 dots per inch (dpi) when submitting files in Adobe PDF. Ensure that attachments are not too large to be emailed. When splitting up the attachment, be sure to identify on the email subject line, i.e., RP-0547/ABC Company/1 of 4. Note: Zip files are not acceptable. It is incumbent upon the offeror to ensure that their offer was received by the due date and time when submitting electronically.

(c). NO FACISIMILE SUBMISSIONS WILL BE ACCEPTED.

(d). It is requested that the following documents be provided with the offeror's quotation response:

- (1). Offer Form (Standard Form 1449). Fill in blocks 12, 17a, 30b and 30c, sign Block 30a
- (2). Section B.1. Contract Administration Data. Fill in Section B.1(a)(1) and also provide acknowledgement of any solicitation amendments.
- (3). Representations and Certifications. If you do NOT have a current Representations and Certifications on-line at SAM.gov a completed copy of FAR 52.212-3 (Offeror Representations and Certifications – Commercial Items (NOV 2013), found in Section E.13 of the solicitation, must be returned with your quotation.
- (4). Price/Cost. Please complete and return solicitation Section B.2. (Price/Cost Schedule). Complete each Contract Line Item Number (CLIN) for the Base Contract Period and for each of the four (4) Option Years. Attach a copy of the completed section to your response.
- (5) Technical Excellence. Please provide supporting documentation showing adequate resources, capability, experience, responsibility and integrity to meet the technical capability requirements of the solicitation and the resulting contract. This shall include the following:
 - (A). Response to the objectives contained in solicitation section B.2. - Statement of Objectives (SOO), subsections (c) OVERALL OBJECTIVE, and (d) CONTRACT OBJECTIVE. Please address how the offeror will meet these objectives.
 - (B). Response to requested additional information. In addition to meeting the objectives of the SOO, please provide the following additional information:
 - (i). The number of years (experience) furnishing parking services.
 - (ii). Identify all subcontractors and what services they are proposed to offer.
 - (iii). Identify the location of all parking areas offered. Please include an address, days and hours of operation and whether it is covered or open air parking.
 - (iv). Explain the reports that you can provide (at no additional cost).
 - (v). Describe procedures to handle complaints, disruptive behavior, safety precautions, vehicle accidents, and claims of damage or missing/stolen property.
- (6) Past Performance. Please provide a list of no more than three (3), of the most relevant contracts performed for Federal agencies and commercial customers for furnishing services similar to those specified in this RFQ within the last 3 years. Please provide the following information:

(A). Company name/Point of Contact with Phone Number.

(B). Service provided.

(C). Contracting Agency/Customer.

(D). Contract Dollar Value.

(E). Period of Performance.

(e). TECHNICAL QUESTIONS: Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing. Questions must be sent via e-mail to larry.buell@va.gov. Subject shall be identified as Sol. VA255-14-Q-0665 clarifications. Verbal questions will not be addressed. All responses to questions, which may affect offers, will be incorporated

(End of Addendum to FAR Provision 52.212-1)

(End of Provisions)

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html> FAR

<http://www.va.gov/oal/library/vaar/> VAAR

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

larry.buell@va.gov

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS
Mailing Address:

Department of Veterans Affairs

Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS 66048

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

E.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.11 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

(End of Addendum to 52.212-1)

E.12 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price

Technical capabilities

Past performance

Technical and past performance, when combined, are less important than price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

Addendum to FAR Provision 52.212-2 Evaluation - Commercial Items (JAN 1999)

****EVALUATION PROCESS****

(a). The Government seeks to select an offer that represents the best value to the Government. Evaluation will be based on the three evaluation factors of Technical, Past Performance and Price.

(b). Procedures.

(1). In order to be considered for an award the offeror **MUST** currently be certified in the Dept. of Veterans Affairs Vendor Information Pages (VIP) located at <https://www.vip.vetbiz.gov/>

(2). All offerors will be required to prepare and submit their complete quotation submission in accordance with the preparation instructions in Provision 52.212-1 of this request for quotation. Offers and other information will be evaluated against the evaluation criteria stated in this provision.

(3). Discussions: The Government intends to evaluate offers and award a contract without discussions with offerors.

(c). Evaluation Factors: The Government will select a best value offeror that conforms to the solicitation, which is most advantageous to the Government, price and other factors considered. The factors below are listed in the descending order of importance. Factors 2 and 3, when combined, are considered less important than Price for tradeoff purposes. An award may be made to other than the lowest priced offeror :

(1). Price Factors:

(A). This factor will consider the reasonableness of prices using price analysis techniques. The evaluation will consider price reasonableness based on competitiveness of price offers received in response to this solicitation and historical pricing data on similar contracts.

(B). Optional years pricing. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(2). Technical Capability Factors: The offeror shall provide supporting documentation showing that they possess adequate resources, capability, experience, responsibility and integrity to meet the technical capability requirements of the solicitation SOO, terms and conditions and the resulting contract. Responses will be assigned an adjectival rating as follows:

Rating	Definition
Excellent	Excellent understanding of requirements and proposes an approach that significantly exceeds minimum requirements in a very beneficial manner to the Government. Quotation contains several significant strengths and other strengths. Quotation contains no identified deficiencies, significant weaknesses, or weaknesses. Excellent probability of success with very low degree of risk.
Good	High quality in most respects and meets and in some instances exceeds minimum requirements in beneficial manner to the Government. Quotation contains some significant strengths and a few strengths. Quotation contains no deficiencies or significant weaknesses, and any identified minor weaknesses do not impact the probability of successful contract performance. Good probability of success with low degree of risk.
Acceptable	Acceptable quality and meets minimum SOO requirements necessary for acceptable contract performance. Quotation contains some strengths. Quotation contains no deficiencies or significant weaknesses, and any identified minor weaknesses do not impact the probability of meeting minimum requirements. Fair probability of success with low to moderate degree of risk.
Marginal	A Quotation that satisfies most but not all of the Government's requirements and fails to provide sufficient detail to demonstrate the feasibility of the proposed approach. The quotation contains numerous weaknesses (to include significant weaknesses) and/or

	some deficiencies, but the overall approach is sufficiently sound that the weaknesses and/or deficiencies may be corrected without a major rewrite of the proposal. The degree of risk is moderate to high.
Unacceptable	Significantly fails to meet minimum SOO requirements necessary for acceptable performance. The overall proposal contains numerous weaknesses/significant weaknesses and deficiencies that cannot be corrected through discussions, without a major rewrite of the proposal. The degree of proposal risk is high to very high.

(3). Past Performance Factor:

(A). The Government will evaluate the quality and extent of offeror's experience deemed relevant to the requirements of this RFQ. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess experience.

(C). Offeror's with no relevant performance history shall not be evaluated favorably or unfavorably on past performance. Offeror's may provide information on problems encountered on identified contracts and the offeror's corrective action. The Government shall determine the relevance of similar past performance information.

(D). Responses will be assigned an adjectival rating as follows:

Rating	Description
Excellent	Essentially <u>no doubt</u> exists that the offeror will successfully perform the required effort based on their performance record. Performance Risk Level: Very Low
Good	<u>Little doubt</u> exists that the offeror will successfully perform the required effort based on their performance record. Performance Risk Level: Low
Adequate	<u>Some doubt</u> exists that the offeror will successfully perform the required effort based on their performance record. Performance Risk Level: Moderate
Marginal	<u>Significant doubt</u> exists that the offeror will successfully perform the required effort based on their performance record. Performance Risk Level: High
Poor	It is <u>extremely doubtful</u> that the offeror will successfully perform the required effort based on their performance record. Performance Risk Level: Very High

Neutral	The offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction. Performance Risk Level: Unknown
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(End of Addendum to FAR Provision 52.212-2)

(End of Provisions)

E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act—Free Trade Agreements—Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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Parking Services	USA
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N/A	N/A
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)